

Instructions: Ask your publisher to use this wording. If they refuse, their agreement must be reviewed and approved by the Office of the General Counsel before you can sign and commit the NIH to their terms. Insert appropriate information where noted; remove extra spaces and instructions.

AUTHOR'S MEMORANDUM OF AGREEMENT

Date Agreement Prepared

AUTHOR'S NAME
IC, Building, Room
National Institutes of Health
Street Address
Bethesda, MD 20892-MSC

Dear Dr. _____:

1. **Parties.** We are greatly pleased to set forth the terms of Agreement between

The National Institutes of Health (NIH), as represented by Dr. _____

hereinafter called the "Author," and "you" and related second-person pronouns, and *PUBLISHER'S NAME*, a [insert state of incorporation] corporation (or any imprint, subsidiary, or successor in interest), hereinafter called "PUBLISHER'S NAME" or "we" and related first-person pronouns. The NIH acknowledges that PUBLISHER is entering into this Agreement with the expectation that AUTHOR NAME will serve as Author. If Dr. _____ fails or refuses to or otherwise cannot function as Author of the work, NIH will promptly notify PUBLISHER, and PUBLISHER will have the right to terminate this arrangement with thirty (30) days written notice. In consideration of the mutual covenants expressed in the Agreement, you and we concur as follows:

2. **Exclusive Publishing Right.** You will develop a general author's plan and table of content for, and prepare and supply a complete manuscript for a volume tentatively entitled

BOOK TITLE:

SUBTITLE

to appear in the series, *SERIES NAME*, edited by Dr. _____

hereinafter called the "Work."

3. **Author's General Obligations.** Your duties as Author shall include, but not be limited to, the following:

- (a) You will utilize your best efforts and high professional competence to write original chapters for the Work on the terms and conditions set forth in this Agreement.
- (b) You shall have final approval of the manuscript, subject to prior consultation with, and approval by, us of the general style and treatment of the subject.
- (c) You will prepare the manuscript so that, upon submission to us, it is complete, up-to-date, authoritative, professionally sound, ready for publication with respect to form, wording, and content, and otherwise generally in accord with commonly accepted standards.
- (d) We will return the copyedited manuscripts to you for review prior to sending them to the printer, and you agree expeditiously to examine, revise, update, and return them with all final changes, in a form satisfactory to us, within two weeks of receipt.
- (e) You will read and review for general acceptability proofs of all material to be printed in the volume. In the event that you fail promptly to correct and approve proofs for printing, you agree that we may discharge the obligation on your behalf as best we understand how, and that we may then proceed to print the work as we deem appropriate.

- (f) You will prepare a Subject Index to the Work within two weeks of receipt of the final page proofs.

4. **Permissions for Material from Other Sources.** You agree to obtain written permission from the copyright owner for use of any illustration, table, extended quotation, or other material taken from any book, article, or item that has previously been copyrighted, to pay the fees incurred on so doing, and to deliver all said permissions with your previously unpublished manuscript. You agree that all patient photographs will be submitted with signed permissions from the patients depicted, or from their legal surrogates, provided that we will not publish any such photographs without such permission.

5. **Form and Delivery of Manuscript.** You shall deliver to us on or before due date A complete set of manuscripts for the Work, in the English language, consisting of the original double-spaced typescript of approximately [#of pages] manuscript pages (to make approximately [# of pages] typeset pages in a 7 X 10" or other appropriate format), satisfactory to us in form and content, together with an electronic version of the manuscript and such black and white artwork as the treatment of the subject may require (including all illustrations, maps, charts, graphs, diagrams, and glossy prints of photographs, each of which must be suitable prepared for direct reproduction without further change by us). Color figures will be accepted only when you prepay our standard color charges. You shall also furnish with the manuscript drafts of the title page and preface, any scheduled foreword, a detailed and sequenced table of contents, all necessary bibliographies, acknowledgments, dedications, and prepaid permissions to reprint copyrighted materials.

6. **Copyright.** Title 17 U.S.C. 105 states that copyright protection is not available for any work of the United States Government. Since your authorship contribution was done as part of your official duties as a National Institutes of Health (NIH) employee, your work is a Work of the United States Government and as such is in the public domain. If PUBLISHER intends to disseminate the work in foreign countries, PUBLISHER may secure copyright to the extent authorized under the domestic laws of those foreign countries. The copyright will be subject to a paid-up, nonexclusive, irrevocable worldwide license to the United States of the manuscript of such copyrighted work to reproduce, prepare derivative works, distribute copies to the public and perform publicly and display publicly the work, and to permit others to do so, but the license will not include PUBLISHER'S formatted and published version to the extent that the formatted and published version constitutes an original work of authorship that is copyrightably distinct from the manuscript. PUBLISHER will not pay royalty income for work done by Federal employees as part of their official duties.

7. **Print and Publish.** We agree to proceed to print and publish the Work in a professional format at our own expense within eighteen months of receipt of complete manuscript materials and artwork as described above, or all rights to the Work will revert back to you, and you will be free to have the Work published by another publisher without further obligation by PUBLISHER.

8. **Future Revision.** You agree to consider revising the Work when we determine that revision is desirable. If you are unable or unwilling to perform such a revision, or are deceased, we shall have the right to arrange for the preparation of a revised manuscript.

9. **Complimentary Copies, Discounts, and Reprints.** We will supply the NIH Director with six (6) copies of the Work upon publication.

10. **Promotion.** Following your reasonable recommendations, we shall send review copies of the Work to all important reviewing journals and periodicals in the field. We also agree to undertake appropriate levels of direct mail and media promotion in behalf of the Work. You agree to provide us such personal or society membership mailing lists, reprint request lists, conferee lists, and other similar materials as you may maintain, or have unrestrictedly available, for use in supplementing our own direct mail programs.

Any Reference to Author or his/her employer, th National Institutes of Health, in any marketing or promotional materials will be accompanied by a reasonably prominent disclaimer satisfactory to the NIH stating that reference to the Author or NIH should not be viewed as endorsement of PUBLISHER, its products, or services.

11. **Cancellation.** If the Work is not published, goes out of print, or off the market, and we do not want to publish, reprint, or bring out a new edition, and so notify you in writing you may cancel this Agreement.

12. **Force Majeure.** Neither you nor we shall be responsible for any failure or delay in the performance of our obligations under this Agreement because of circumstances beyond the reasonable control of either of us.

13. **Waiver.** The failure of either you or us to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver, nor deprive either us or you of the right to insist thereafter upon strict adherence to that term or any other terms of this Agreement; all waivers agreed upon must be stated in writing by you and us.

14. **Complete and Binding.** This Agreement contains a complete statement of all the arrangements between you and us with respect to its subject matter, supersedes all existing agreements, and cannot be changed or terminated orally. It shall be binding upon and inure to the benefit of your and our respective heirs, personal representatives, successors, and assign.

15. **Governing Law.** Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the law of [insert state] applicable to agreements made in and/or to be performed in [insert state] and Federal law. In the case of a conflict, Federal law will control.

16. **Headings.** The headings in this Agreement are solely for convenience of reference an shall not affect is interpretation.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and the year recorded below.

Consented and Agreed:

_____ the _____ Day of _____ 20____
AUTHOR NAME

Publisher's Name.

_____ the _____ Day of _____ 20____
Name and title of Individual in company authorized to sign